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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
)	Chapter 11
)	
LEHMAN BROTHERS HOLDINGS INC., et al.,)	Case No. 08-13555 (JMP)
)	(Jointly Administered)
Debtors.)	
)	

**OBJECTION OF INTERNAP NETWORK SERVICES
CORPORATION TO DEBTORS' PROPOSED CURE AMOUNT**

Internap Network Services Corporation ("Internap") objects to the Debtors' proposed cure amount with respect to the assumption and assignment of Internap's contract with Lehman Brothers, Inc. ("LBI") and respectfully states as follows:

BACKGROUND

1. On or about September 15 and September 27, 2008, respectively, Lehman Brothers Holdings Inc. and LB 745 LLC filed petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “Bankruptcy Code”) with the United States Bankruptcy Court for the Southern District of New York (the “Court”). The Debtors continue to manage and operate their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. On September 19, 2008, a proceeding began under the Securities Investor Protection Act of 1970 with respect to LBI, a wholly-owned subsidiary of LBHI, in the United States District Court for the Southern District of New York, which was then transferred to the Court.

3. On September 17, 2008, the Debtors filed a motion with the Bankruptcy Court seeking, among other things, an order approving a sale (the “Sale”) of certain assets related to LBI to Barclays Capital Inc., which assets included certain contracts designated for assumption and assignment at the closing of the Sale (the “Closing Date Contracts”).

4. On September 18, 2008, the Debtors filed a notice with the Court, which stated that the Debtors would communicate their lists of Closing Date Contracts, along with proposed cure amounts, by posting them on the Internet at <http://chapter11.epiqsystems.com/lehman>. “The List of IT Closing Contracts” identifies a “Trial” contract with Internap and reflects a cure amount of \$114,917.

5. Internap and LBI are parties to that certain Internap Network Services Terms and Conditions of Service dated January 31, 2000 (along with relevant Sales Orders, it is

collectively referred to as the “Internap Services Contract”). A copy of the Internap Services Contract is attached as Exhibit “A.”

OBJECTION

6. Internap objects to the cure amount on the basis that its cure claim is \$228,634.54.

ARGUMENT

7. Pursuant to sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code, as a condition of assuming and assigning an executory contract, a chapter 11 debtor must cure any defaults existing under the contract.

8. As an initial matter, the Debtors’ description of the contract as “Trial” is vague. Internap assumes that the Debtors are seeking to assume and assign the Internap Services Contract. Internap, however, requests clarification as to the contract, which the Debtors seek to assume and assign.

9. Moreover, the amount the Debtors listed as the cure amount for the Internap Services Contract does not include the amount due on September 1, 2008 of \$56,858.77 or the amount due on October 1, 2008 of \$56,858.77. When those amounts are added to the Debtors’ cure amount, the total cure amount is \$228,634.54.

10. In connection with its assumption of the Internap Services Contract, Internap requests that the Court order LBI or Barclays Capital, Inc. to pay Internap \$228,634.54 as the cure amount.

11. Internap reserves the right to amend its cure claim to the extent that charges continue to accrue or to account for adjustments, which may have not been billed or have not yet become due under the terms of the Internap Services Contract.

WHEREFORE, Internap Network Services Corporation (i) objects to the proposed cure amount, (ii) requests that the Court order LBI or Barclays Capital, Inc. to pay Internap \$228,634.54, and (iii) requests that the Court grant such other and further relief as is just.

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By: /s/ David Albalah

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